

Prepared by:
Renasant Bank
Attn: Jack Talbert
P. O. Box 709
Tupelo MS 38802
(877)367-5371

07/28/08 8:18:13
BK 2,928 PG 450
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

NOTICE TO CLERK: Please note the recording of this Modification on the margin of the Deed of Trust referenced in the first WHEREAS paragraph below. Indexing instructions for this Modification are on page two of this Modification. Please return the recorded Modification to the address of Beneficiary shown above.

MODIFICATION OF DEED OF TRUST
("Modification")

WHEREAS, **ACE INVESTMENT PROPERTIES, LLC**
as Grantor(s) (individually and collectively "Debtor") executed a Deed of Trust to Renasant Bank as beneficiary ("Beneficiary") dated 09/20/2006,
and recorded in Book 2571 at Page 571-575 or as Instrument No. N/A in the land records in
the office of the Chancery Clerk of Desoto County, Mississippi (the "Deed of Trust"), which Deed of
Trust grants to Beneficiary a lien on certain real and/or personal property, as more particularly described in the Deed of
Trust, which description is incorporated by reference and made a part of this Modification; and

WHEREAS, the Deed of Trust secures certain indebtedness, as described herein, of _____

ACE INVESTMENT PROPERTIES, LLC
(individually and collectively "Borrower") to Beneficiary, which indebtedness is evidenced by a promissory note and/or
any renewal, modification or refinancing thereof (collectively "Note"); and

WHEREAS, Borrower has requested a modification of the terms of the Note and Beneficiary has agreed subject, in
part, to Debtor's execution of this Modification; and

WHEREAS, Borrower has executed an agreement, with an effective date of 07/17/2008 (the
"Agreement"), modifying, extending, or otherwise changing the terms of the Note, which Note as modified: (a) had a
principal balance of \$ \$55,165.00 as of the effective date of the Agreement, (b) bears interest at the ☒ fixed
☐ variable rate specified in the Note and/or Agreement, and (c) ☐ (if marked) evidences a line of credit, as indicated
on the face of the Deed of Trust, which line of credit, as modified, is in the principal amount of \$ _____,
and (d) is payable in accordance with the terms specified in the Note and/or Agreement, with a final payment of all
unpaid principal and accrued interest, if not sooner paid, being due and payable in full on the 20th day of
July 2012 (the "Maturity Date"); and

WHEREAS, Renasant Bank was formerly known as The Peoples Bank & Trust Company; and

WHEREAS, the undersigned Debtor and Beneficiary desire to modify the Deed of Trust in order to note of record
that the lien of the Deed of Trust extends to the Note as modified by the Agreement.

NOW, THEREFORE, in consideration of the premises, the undersigned Debtor and Beneficiary agree as follows:

1. The Deed of Trust is hereby modified to reflect the modifications to the Note, as set forth above, and to extend the
lien of the Deed of Trust such that the statute of limitations will not begin to run until the Maturity Date of the
modified Note, as set forth above.
2. Except as expressly modified herein, the Deed of Trust, all terms of which are hereby expressly incorporated
herein by reference, shall remain unchanged and in full force and effect as originally executed. The lien of Deed
of Trust is extended to and shall continue to secure the Note, as modified, as well as any subsequent renewal,
modification, or refinancing thereof, and all other indebtedness which may be secured by the Deed of Trust
under the terms thereof. The amount set forth herein shall not be construed to restrict or limit the scope of the
Deed of Trust as it applies to the indebtedness identified therein as secured.
3. This Modification is intended to be a modification only of the Deed of Trust and not a discharge or novation of the
Deed of Trust or the indebtedness secured thereby, and this Modification is not intended to, and shall not in any
manner, impair the lien or affect the validity or priority of the Deed of Trust.
4. Consent by the Beneficiary to this Modification does not waive Beneficiary's right to require strict performance of
the Deed of Trust as modified herein nor obligate Beneficiary to make any future changes or modifications.
Nothing in this Agreement shall constitute a satisfaction of the Note or other credit agreement secured by the Deed
of Trust. It is the intention of Beneficiary to retain as liable all parties to the Deed of Trust and all parties, makers,
endorsers, guarantors and other accommodation parties to the Note, unless a party is expressly released by
Beneficiary in writing. No such maker, endorser, guarantor or other accommodation party shall be released by
virtue of the Agreement or this Modification.
5. **THE CHANCERY CLERK IS AUTHORIZED AND REQUESTED TO NOTE THE RECORDING OF THIS
MODIFICATION ON THE MARGIN OF THE DEED OF TRUST.**

SIGNATURES ON REVERSE SIDE

WITNESS the signatures of the parties this 17th day of July 2008.

Debtor:
ACE INVESTMENT PROPERTIES, LLC

By: Alan Cook
By: ALAN COOK, Member

Carrie Cook
By: CARRIE COOK, Member

By: _____

By: _____

Address of Debtors:
3828 SWINNEA ROAD
SOUTHAVEN, MS 38672-8906

Renasant Bank

By: Jack Talbert
Name: Jack Talbert

Title: F.V.P.

INDEXING INSTRUCTIONS

SECTION 6, TOWNSHIP 2 SOUTH, RANGE 8 WEST, DESOTO COUNTY, MISSISSIPPI

INDIVIDUAL ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____

Personally appeared before me, the undersigned authority in and for said county and state, on this _____ day of _____, within my jurisdiction, the within named _____, who acknowledged that he/she/they executed the above and foregoing instrument.

ORIGINAL

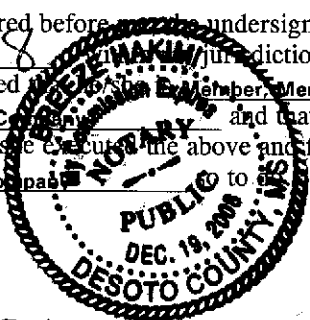
Notary Public

My Commission Expires: _____

CORPORATE, PARTNERSHIP, LIMITED LIABILITY CO, OR ASSOCIATION ACKNOWLEDGMENT

STATE OF Mississippi
COUNTY OF Desoto

Personally appeared before me, the undersigned authority in and for the said county and state, on this 17 day of July 08, within my jurisdiction, the within named ALAN COOK, CARRIE COOK, who acknowledged that they are Member, Member of ACE INVESTMENT PROPERTIES, LLC, a Limited Liability Company, and that for and on behalf of the said Limited Liability Company, and as its act and deed, he/she/they executed the above and foregoing instrument after first having been duly authorized by said Limited Liability Company to do so.



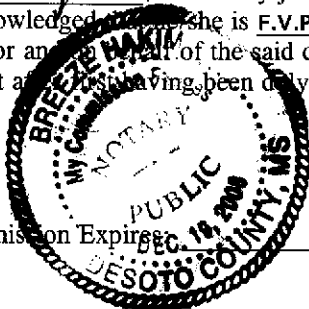
Breck Hakim
Notary Public

My Commission Expires: _____

BANK ACKNOWLEDGMENT

STATE OF Mississippi
COUNTY OF Desoto

Personally appeared before me, the undersigned authority in and for the said county and state, on this 17 day of July, within my jurisdiction, the within named Jack Talbert, who acknowledged that he is F.V.P. of Renasant Bank, a Mississippi banking corporation, and that for and on behalf of the said corporation, and as its act and deed, he/she executed the above and foregoing instrument after first having been duly authorized by said corporation so to do.



Breck Hakim
Notary Public

My Commission Expires: _____